

Chisholm School District School Board Meeting Agenda

Monday, June 23, 2025 at 5:00 PM
Regular Meeting
Chisholm School Board Room

I. Determination of Quorum and Call to Order

II. Public Comment:

Description: Welcome to this meeting of the Board of Education Independent School District #695, Chisholm School District. We are extremely pleased that you have shown an interest in school district affairs by attending this meeting. The Board of Education allows public participation at its meeting, but at the same time has the responsibility for conducting its business in an orderly fashion. We will provide the audience with an opportunity to request to speak. We request that before you speak to announce your name. Each speaker will be allowed five minutes unless the time limit is waived by a majority of the board members present. At a public meeting of the board, no person shall orally initiate charges or complaints against individual employees of the district or challenge instructional materials used in the district. All such charges, if presented to the board directly, shall be referred to the Superintendent for investigation and report. We would also like to remind the public that the school board is not allowed to comment on your concerns. If there are no questions, we will open the public comment section of the board meeting.

III. Recognition of Guests and Visitors

IV. Reports

V. Consent Agenda

A. Minutes of the June 9, 2025 Regular Meeting 4

Attachments:

Minutes of the June 9, 2025 Regular Meeting 4

VI. Approve Agenda

VII. Action Agenda

A. Motion to accept the resignation from Karla Winter, PreK-6 Principal, effective June 30, 2025. 6

Attachments:

Karla Winter Resignation Letter PreK-6 Principal 6

B. Motion to accept a one-year leave of absence for Robbi Albert from the Dean of Students, Elementary Curriculum Coordinator, contingent on approval of her being hired as interim principal. 7

Attachments:	
Robbie Albert 1yr LOA from Elem. Curriculum Coordinator, Dean of Students	7
C. Motion to approve Robbi Albert as Interim PreK-6 Principal for 2025-2026 school year.	
D. Motion to accept a one-year leave of absence request from Pam Pioske from Local Union no. 536, Technical Support Specialist, effective June 10th, 2025.	8
Attachments:	
Pam Pioske 1yr LOA from Tech Support, Union 536	8
E. Motion to approve the Confidential Superintendent's Administrative Assistant Contract of Pam Pioske for the period of July 1, 2025, through June 30, 2028.	
Attachments:	
25-28 Confidential Secretary Contract	9
F. Motion to approve Chelsea Winans request to enroll in the K-6 Mathematics Education Program through Western Governors University.	
Attachments:	
C.Winans K-6 Mathmatics program request	15
G. Motion to approve property and liability insurance renewal in the amount of \$229,750.88 effective July 1, 2025 to June 30, 2026.	
Attachments:	
25-26 Insurance Renewal	17
H. Motion to approve membership to the Minnesota School Boards Association and Policy Services Renewal for the period of July 1, 2025 through June 30, 2026 and authorize payment of dues in the amount of \$7,634.00.	
Attachments:	
25-26 MSBA Membership	19
I. Motion to approve a DO-BID auction to declare and sell property identified as excess, unusable equipment in storage.	
J. First reading of Policy #101 Legal Status of the School District	20
Attachments:	
Policy 101 Legal Status of the School District	20
K. First reading of Policy #101.1 Name of the School District	
	23

Attachments:	
101.1 Name of the School District	23
L. First reading of Policy #103 Complaints – Students, Employees, Parents, Other Persons	24
Attachments:	
103 Complaints – Students, Employees, Parents, Other Persons	24
Attachments:	
M. First reading of Policy #210 Conflict of Interest – School Board Members	26
Attachments:	
210 Conflict of Interest – School Board Members	26
N. First reading of Policy #414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse	29
Attachments:	
414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse-Form attached	29
Attachments:	
O. First reading of Policy #415 Mandated Reporting of Maltreatment of Vulnerable Adults	35
Attachments:	
415 Mandated Reporting of Maltreatment of Vulnerable Adults	35
P. First reading of Policy #417 Chemical Use and Abuse	39
Attachments:	
417 Chemical Use and Abuse	39
Attachments:	
Q. First reading of Policy #422 Policies Incorporated by Reference	47
Attachments:	
422 Policies Incorporated by Reference	47
R. First reading of Policy #903 Visitors to School District Buildings and Sites	48
Attachments:	
Policy 903 Visitors to School District Buildings and Sites	48
VIII. Discussion	
IX. Information	
X. Adjourn	

June 9, 2025

The Regular Meeting of the School Board, Independent School District No. 695, was called to order at 5:00 PM on June 9, 2025, in the Elementary Board Room. Members present: Directors Randa Sauter, Rice, Lappi, Rahja, Corradi Simon, and Casey
Absent: None

PUBLIC COMMENT – None.

RECOGNITION OF GUESTS AND VISITORS – None.

REPORTS – None.

APPROVE AGENDA

Moved by Director Rahja, supported by Director Lappi, to approve the agenda. Motion carried unanimously.

APPROVE THE CONSENT AGENDA

Moved by Director Randa Sauter, supported by Director Corradi Simon, to approve the consent agenda, which consists of the Minutes of the May 12, 2025, Regular Meeting, Minutes of the June 2, 2025, Special Meeting, Payrolls for the month of May 2025 in the amount of \$877,131.80, and Accounts Payable for the month of May in the amount of \$1,761,207.41. Motion carried unanimously.

Personnel

HIRE PAM PIOSKE, CONFIDENTIAL SUPERINTENDENT'S ADMINISTRATIVE ASSISTANT

Moved by Director Corradi Simon, supported by Director Lappi, to approve the hiring of Pam Pioske, subject to the approval of potential contract modifications to be presented at the next meeting, June 23, 2025. Motion carried unanimously.

HIRE KATELYN PEARSON, 5th/6th GRADE TEACHER

Moved by Director Rahja, supported by Director Randa Sauter, to approve the hiring of Katelyn Pearson to Job #294, 5th/6th Grade Teacher, Science/STEM, effective August 26, 2025. Motion carried unanimously.

ACCEPT THE RESIGNATION REQUEST FROM MARK MORRISON

Moved by Director Corradi Simon supported by Director Rice to accept the resignation request from Mark Morrison, Superintendent, effective July 1, 2025.
5/1 vote with Director Casey against. Motion carried.

Administrative Business

APPROVE THE CONTRACT FOR VENDED MEALS WITH ARROWHEAD ECONOMIC OPPORTUNITY AGENCY

Moved by Director Lappi, supported by Director Randa Sauter, to approve the Contract for Vended Meals with Arrowhead Economic Opportunity Agency from 9/2/2025-5/29/2026. Motion carried unanimously.

APPROVE 2025-2026 CONTRACT WITH ARROWHEAD REGIONAL COMPUTING CONSORTIUM

Moved by Director Rahja, supported by Director Corradi Simon to approve the Contract with Arrowhead Regional Computing Consortium for Specific Services from July 1, 2025 - June 30, 2026. Motion carried unanimously.

AWARD THE WEIGHT ROOM EQUIPMENT BID TO BSN SPORTS IN THE AMOUNT OF \$77,589.12

Moved by Director Lappi, supported by Director Corradi Simon, to award the Weight Room Equipment bid to BSN Sports in the amount of \$77,589.12. Motion carried unanimously.

APPROVE THE RESOLUTION TO ACCEPT DONATIONS

Moved by Director Corradi Simmon, supported by Director Rice, to approve the resolution to accept donations. Being a resolution, a roll call vote was taken and carried as follows:

For: Directors Randa Sauter, Rice, Corradi Simon, Lappi, Rahja, and Casey

Against: None

Abstain: None

APPROVE POLICY 533 WELLNESS

Moved by Director Corradi Simmon, supported by Director Rice to approve Policy 533 Wellness.

Discussion: AD Vake addressed concerns regarding the process for social media announcements.

Information:

-May 2025 enrollment numbers

ADJOURN

Moved by Director Rahja, supported by Director Corradi Simon, to adjourn the meeting at 5:55 PM. Motion carried unanimously.

Danielle Randa Sauter, clerk

DRS/ndk

Dear Mr. Morrison & Chisholm School Board,

6/12/25

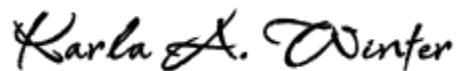
Please accept this letter as my formal resignation from my position as PreK–6 Principal with the Chisholm Public School District, effective June 30, 2025.

It has been an incredible honor and privilege to serve as principal over the past three years. I am deeply grateful for the opportunity to lead and grow within such a dedicated school community. I especially want to thank the staff for their support and commitment to our students—they have made a lasting impact on me and on the success of our schools.

This experience has been one of the most meaningful of my professional career, and I leave with immense pride in the work we have accomplished together.

I wish the staff, students, and community continued success in the years ahead.

With heartfelt gratitude,

A handwritten signature in cursive script that reads "Karla A. Winter".

Karla A. Winter

From: Robbi Albert <ralbert@chisholm.k12.mn.us>

Date: June 12, 2025 at 12:06:50 PM CDT

To: Mark Morrison <mmorrison@chisholm.k12.mn.us>

Subject: Request for One-Year Leave of Absence Through June 30, 2026

Dear Mr. Morrison,

I hope this message finds you well. Pending the Board's decision to appoint me as the interim PreK-6 principal, I am writing to formally request a one-year leave of absence from my current position, effective immediately following that decision and continuing through June 30, 2026.

I am honored by the potential opportunity to serve our district in this leadership role and remain committed to supporting our students, staff, and community throughout this transition. I appreciate your consideration of this request and am available to discuss any necessary arrangements to ensure a smooth handover of my current responsibilities.

Thank you for your support and trust.

Sincerely,

Robbi Albert, Ed.S.

Elementary Curriculum Coordinator

Elementary Dean of Students



Pam Pioske <ppioske@chisholm.k12.mn.us>
to Mark, me ▾

2:06 PM (4 hours ago) ☆ ↶ ⋮

I am writing to request a one-year leave of absence from Local Union No. 536, commencing on June 10, 2025, and concluding on June 9, 2026.

Thanks and regards

Pam Pioske

Superintendent Administrator Assistant
Varsity Girls Volleyball Coach
Varsity Girls Basketball Coach

Chisholm High School
301 4th Street SW
Chisholm, MN 55719
ppioske@chisholm.k12.mn.us
(218) 254-5726 ext. 2900



AGREEMENT BETWEEN INDEPENDENT SCHOOL

DISTRICT NO. 695

AND PAM PIOSKE

CONFIDENTIAL SUPERINTENDENT'S ADMINISTRATIVE

ASSISTANT

JULY 1, 2025 – JUNE 30, 2028

THIS AGREEMENT, entered into between the Board of Education of Independent School District No. 695, hereinafter referred to as the "Employer," and Pam Pioske, Confidential Superintendent's Secretary, hereinafter referred to as the "Employee." The Employee is hired as an "at will" employee.

ARTICLE I PURPOSE AND AGREEMENT

Section 1. It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work, and selected conditions of employment to be observed by the parties hereto.

ARTICLE II RESPONSIBILITIES OF PARTIES

Section 1. Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement.

ARTICLE III EMPLOYMENT DATE

Section 1. Employment date is to be determined based on total years of employment with the school district.

ARTICLE IV NOTICE OF TERMINATION

Section 1. 30 days written notice to terminate employment shall be given to the Superintendent of Schools by the Employee. If the Employee fails to do so, she shall forfeit all benefits including backpay for unused vacation and sick leave provided by this agreement.

The Employer, in the event of school district reorganization, shall endeavor to keep Employee in the equivalent position within the new school district organization.

Section 2. Notice of Termination. Upon termination of employment for any cause, the Employee shall be paid for any accumulated vacation credit, including pro rata payments for periods of less than one year, unless she has failed to comply with IV, Section 1, or was unable to do so because of serious emergency.

ARTICLE V SICK LEAVE

Section 1. The Employee shall earn sick leave at the rate of two (2) working days for each month of service, accumulative to one hundred eighty (180) working days.

Section 2. Sick leave with pay shall be allowed by the Employer whenever the Employee's absence is found to have been due to her illness which prevented her attendance at school and performance of duties on that day or days.

The Employer may require the Employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, to qualify for sick leave pay. However, the final determination as to the eligibility for payment of the Employee for sick leave is reserved to the Employer. If a medical certificate is required, the Employee will be so advised.

Section 3. Emergency and other leaves may be granted upon approval of the Superintendent of Schools or School District.

Section 4. The School District agrees to pay \$90 per day for sick leave accumulated to 180 days as severance pay upon termination of employment from the School District, provided the Employee has at least fifteen (15) consecutive years of service anywhere in the district.

Section 5. The district will follow all Family Medical Leave Act (FMLA) requirements.

Section 6. The Employer and the Employee agree to comply with the following Workmen's Compensation regulations. It is agreed that if the Employee of Independent School District No. 695 shall receive a compensable injury and have accrued benefits under either sick leave or vacation plan, the Employer shall pay the difference between the compensation received by the Employee and her regular monthly pay rate, same to be deducted from said accrued vacation or sick leave benefits. The School District will provide for the payments described in this section during the periods of disability. It is understood that the additional payments made to the Employee over and above that paid by Workmen's Compensation shall not exceed the number of credits which the Employee is entitled to from such accrued vacation or sick leave.

Section 7. Four (4) personal leave days shall be allowed per year. One personal day shall be allowed to carry over to the next year with a maximum of five (5) in one year. Unused personal days in any given year will be paid to the Employee at the daily rate of pay. Personal days may be taken as either full days or half days.

ARTICLE VI DEATH OR SERIOUS ILLNESS IN A FAMILY

Section 1. The Employee shall be granted 5 days bereavement leave for a death within the Employee's immediate family or for family emergencies due to illness. The time utilized shall be

in a reasonable amount and shall be determined after conferring with the Superintendent. Days utilized will not be deducted from sick leave.

ARTICLE VII HOLIDAYS

Section 1. The Employee shall receive the following paid holidays: Two days at New Year's, President's Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, two days at Christmas, Juneteenth.

The Employee will be given the Friday after Thanksgiving. If Veteran's Day becomes a school holiday, the Friday after Thanksgiving will no longer be a paid holiday.

Section 2. The Employee when required to work on any of the above-mentioned holidays shall be compensated at time and one-half pay for her work that day in addition to her regular holiday pay.

Section 3. When a paid holiday falls on the Employee's scheduled day off or during her vacation period, she shall receive an additional day's paid vacation.

Section 4. To qualify for holiday pay for a holiday not worked, it is required that the Employee shall have worked her last scheduled workday or shift, prior to, and the first scheduled workday following the holiday, unless the Employee is absent before or after a holiday for such reasons as scheduled vacation, sick leave, jury duty, or death in the immediate family.

Section 5. The Employee, if working during Christmas Break, will be allowed to come to work at 6:00 a.m. and have both Christmas Eve and New Year's Eve Day off.

ARTICLE VIII VACATIONS

Section 1. The Employee shall receive three-weeks (15 working days) of annual paid vacation each contract year. Unused vacation days may accumulate to a maximum of 30 days or will be paid out at the daily rate of pay if chosen by the Employee.

Section 2. Upon termination of employment for any cause, the Employee shall be paid for any accumulated vacation credit to a maximum of 30 days to be paid out at the daily rate of pay, including pro rata payments for periods of less than one year. Unless she has failed to comply with Article IV, Section 1, or was unable to do so because of a serious emergency.

ARTICLE IX HOURS OF WORK

Section 1. The duty day is a basic eight (8) hour day, which may vary between the hours of 6:00 a.m. and 5:00 p.m.

Section 2. Any overtime approved by the Superintendent will be cash pay in accordance with this Agreement except where the Employee wishes compensatory time in lieu of pay, subject to

prior approval by the Employer. Compensatory time can only be banked during the same work week and must be used within that week. It will not be carried over or paid out.

Section 3. The Confidential Superintendent's Secretary's job description and salary includes school board meetings and election duties outside of the basic 8-hour day. Any hours worked beyond the scheduled 8-hour day will be considered overtime and paid to the Employee accordingly. Compensatory time provided for these tasks is to be approved on an hour per hour basis and must also be used within the same week.

Section 4. In the event of the death of an employee, all severance pay, unused vacation, sick leave and accumulated compensatory time not paid to the Employee shall be paid to his/her beneficiary or to the estate of the Employee.

ARTICLE X LONGEVITY

The Employee shall be entitled to longevity on the following basis: 3.5% of the Employee's annual salary will be paid after 15 years of service with the district, 4.5% of annual salary after 20 years of service with the district, and 5.5% of annual salary after 25 years of service with the district. Annual salary does not include overtime work.

ARTICLE XI INSURANCE BENEFITS

Section 1. Hospital and Medical Insurance: If chosen by the Employee, in lieu of the district contribution to health insurance, single or family, the District will contribute \$5,000 per year towards a Health Savings Account.

Section 2. Life Insurance: The Employer will provide and pay for the premiums for a Life Insurance Program for the Employee as follows: Basic Insurance per Employee: \$50,000.00

Active Employees retain the option to purchase more life insurance at her own expense as per the policy of the insurance carrier. The Employer shall provide a \$10,000 paid-up life insurance at retirement.

Section 3. Retired and Disabled Employee Coverage: See Appendix "A"

Section 4. Long-Term Disability Policy: 100% paid by the School District.

ARTICLE XII DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall continue in full force and effect until June 30, 2028. If a successor agreement is not reached by the termination of this Agreement, then this agreement is to remain in effect until a new agreement has been reached.

In witness whereof I have subscribed my signature this _____ day of _____, 20.

Pam Pioske Confidential Superintendent's Administrative Assistant

In witness whereof we have subscribed our signatures this ____ day of _____, 20.

Chairman, Board of Education

Clerk, Board of Education

APPENDIX "B" SALARY SCHEDULE

School Year	Annual Salary
2025-2026	\$58,600.00
2026-2027	\$59,772.00
2027-2028	\$60,967.00

The district will contribute \$3,000 match with a cap of \$12,000 towards a tax deferred annuity of the Employee's choice beginning July 1, 2025.

June 5, 2025

Dear Chisholm School Board Members,

I am writing to inform you all that I was accepted into Western Governors University to begin taking courses in getting my Masters in K-6 Mathematics. Before I go any further in the enrollment process, I am looking to get approval from the school board. I would be looking to start the program July 1, 2025 and hoping to finish in January 2026. I am unable to receive an official acceptance letter that includes program outline, courses with their descriptions, etc. right now. However, my enrollment counselor was able to write me an email that explains I have been accepted with my start date as well as proof she submitted a request for a Provisional Letter of Acceptance, but that can take 3-5 business days. With my start date being the beginning of July, I wanted to get something to show proof of acceptance in order to get approval from the school board before July. I have included a copy of that email from an enrollment counselor and as soon as I get that Provisional Letter of Acceptance, I can pass that along to the board or whomever would need that information as well.

Thank you for your time and consideration.

Chelsea Winans
2nd Grade Teacher



Ashley Nelson <ashley.nelson@wgu.edu>
to me ▾

4:19 PM (2 minutes ago) ☆ 😊 ↶ ⋮

Hey Chelsea,

Congratulations! With your completed commit to start you are now on the roll for the MA Mathematics K-6 program with a start date of 7/1/2025. I have submitted a request to our admissions office for a Provisional Letter of Acceptance (PLA), but that process can take 3-5 days from the submission date. You will get an email with the PLA attached once they have processed my request.

Now that you are on the roll, your next step is to financially clear to start. When your FAFSA application connects to your WGU application, there will be a few additional Financial Aid documents that will populate.

Please let me know if you (or your school board) have any questions.
Happy Thursday!! 😊

Ashley Nelson (She/Her/Hers)

Enrollment Counselor
School of Education

Western Governors University

Call: 866.225.5948 x 7763

Text: 385.428.6914

Email: ashley.nelson@wgu.edu

[Schedule an Appointment With Me](#)

Office Hours (Central Timezone):

Mon: 10 am – 7 pm

Tue-Fri: 8:30 am – 5 pm

Coverages	7/1/24 - 7/1/25		7/1/25 - 7/1/26	
	School Program		School Program	
	Limit/Exposure	Premium	Limit/Exposure	Premium
Property Insurance	Liberty Mutual Fire	\$92,908.00	Liberty Mutual Fire	\$110,440.00
Blanket Limit - Buildings & Business Personal Property	\$81,300,282		\$89,303,127	
- See Attached Statement of Values				
-Deductible (All Location except below)	\$10,000		\$10,000	
- Deductible (Location 2-1 High School)	\$25,000		\$25,000	
- Water Damage (Per Location); 72 Hr Waiting Period	\$50,000		\$50,000	
- Wind/Hail Deductible (Per Locations)	\$100,000		\$100,000	
Agreed Value, Replacement Cost - Special Peril	Yes		Yes	
Loc 1-1 Elementary School - Actual Cash Value	Incl Blanket Above		Incl Blanket Above	
Loss of Income (Including Loss of Rents)	\$2,000,000		\$2,000,000	
Extra Expense	\$2,000,000		\$2,000,000	
Building Ordinance or Law				
-Coverage A - Operation of Building Laws	Building Limit		Building Limit	
-Coverage B - Demolition Costs	\$2,000,000		\$2,000,000	
-Coverage C - Increased Cost of Construction	\$2,000,000		\$2,000,000	
Equipment Breakdown Coverage	Included Above		Included Above	
Personal Property Off Premises or In Transit	\$200,000		\$200,000	
School Property Enhancement Endorsement	Included		Included	
General Liability Insurance	Liberty Insurance Co	\$15,735.00	Liberty Insurance Co	\$19,150.00
General Aggregate Limit	\$2,000,000		\$2,000,000	
Products-Completed Operations Aggregate Limit	\$2,000,000		\$2,000,000	
Personal & Advertising Injury Aggregate Limit	\$1,000,000		\$1,000,000	
Each Occurrence Limit	\$1,000,000		\$1,000,000	
Damages to Premises Rented to You	\$100,000		\$100,000	
Medical Expenses	\$5,000		\$5,000	
Student Medical Expense	Excluded		Excluded	
Sexual Misconduct Liability Each Loss / Aggregate Limit	\$1,000,000		\$1,000,000	
-Deductible	\$5,000		\$5,000	
Employee Benefits Liability - Claims Made	\$1,000,000		\$1,000,000	
Employee Benefits Liability Aggregate	\$3,000,000		\$3,000,000	
-Deductible	\$1,000		\$1,000	
Employee Benefit Retroactive Date	7/1/2009		7/1/2009	
Adverse/Violent Event Response Coverage - Aggregate	\$300,000		\$300,000	
Law Enforcement Liability coverage (Separate Policy)	\$1,000,000	Included above	\$1,000,000	Included above
-Deductible (Retroactive Date: 7/1/2020)	\$1,000		\$1,000	
School Leaders Errors & Omissions Liability	Liberty Mutual Fire	\$6,441.00	Liberty Mutual Fire	\$7,008.00
School Leaders Errors & Omissions Retroactive Date	7/1/1986		7/1/1986	
Each Wrongful Act Limit / Aggregate Limit	\$1M/\$1M		\$1M/\$1M	
-Deductible	\$2,500		\$5,000	
Non-Monetary Defense Limit	\$100,000		\$100,000	
-Deductible	\$2,500		\$2,500	
Inland Marine Insurance (Mobile Equipment)	Liberty Mutual Fire	Included above	Liberty Mutual Fire	Included above
Buildings & Grounds Equipment	\$153,345		\$153,345	
Athletic Equipment	\$260,000		\$260,000	
Musical Instruments & Band Uniforms	\$210,000		\$210,000	
Electronic Data Processing Equipment - Included Software	\$492,000		\$492,000	
Portable Computers	\$123,000		\$123,000	
Audio Visual Equipment	\$221,240		\$221,240	
- Deductible All Equipment shown directly above	\$500		\$500	
Fine Arts-Actual Cash Value	Included Property		Included Property	
-Deductible Above	\$1,000		\$1,000	

Coverages	7/1/24 - 7/1/25		7/1/25 - 7/1/26	
	School Program		School Program	
	Limit/Exposure	Premium	Limit/Exposure	Premium
Crime Insurance Coverages	Employers Ins Co of Wausau	\$4,453.00	Employers Ins Co of Wausau	\$4,453.00
Employee Dishonesty	\$500,000		\$500,000	
Forgery & Alteration	\$100,000		\$100,000	
Money & Securities- Inside & Outside Premises	\$50,000		\$50,000	
Computer Fraud (Including Funds Transfer Fraud)	\$200,000		\$200,000	
-Deductible (All Above Crime limits)	\$500		\$500	

Auto Insurance Coverages	LM Insurance Co	\$19,426.00	LM Insurance Co	\$22,107.00
Combined Liability Limit - Bodily Injury / Property Damage	\$1,000,000		\$1,000,000	
Personal Injury Protection	Statutory		Statutory	
Uninsured & Underinsured Motorist Coverage	\$1,000,000		\$1,000,000	
Hired & Non-Owned Liability Insurance	Included		Included	
Comprehensive & Collision Physical Damage Deductibles	\$2,500/\$2,500		\$2,500/\$2,500	
Glass Coverage (No Deductible if Repair otherwise Deductible applies)	\$2,500		\$2,500	
Garagekeepers Liability (Direct Primary Coverage)	\$75,000		\$75,000	
- Deductible	\$500/\$2,500 Max Limit		\$500/\$2,500 Max Limit	
Replacement Cost - Buses 5 Plus years or older	10 Years applied		# of Years change to 5	

Umbrella Insurance	Liberty Ins Corp	\$5,113.00	Liberty Ins Corp	\$5,882.00
Per Occurrence Limit	\$3,000,000		\$3,000,000	
Aggregate Limit	\$3,000,000		\$3,000,000	
Retention	\$10,000		\$10,000	
Underlying Primary Coverage included below:				
General Liability,School Leaders E&O & Law Enforcement Liability; Auto Liability & Employers Liability				
Exclusion: Firearms - Schools	Not applicable		Applies	

Volunteer Accident (Limited) Medical Insurance	Philadelphia Indemnity	Available Upon Request	Philadelphia Indemnity	Available Upon Request
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Cyber Liability Insurance	Lloyds of London	\$7,757.88	Lloyds of London	\$7,757.88
Cyber Liability Insurance*	\$1,000,000		\$1,000,000	
-Deductible	\$5,000		\$5,000	
*Specific Sublimits may apply				

Workers Compensation Insurance	SFM Mutual Ins.	\$59,469.00	SFM Mutual Ins.	\$52,953.00
Experience Modification Factor	1.39		1.15	
Employers Liability	\$500,000		\$500,000	
Payroll - 8868 - School Professional Employees	\$5,036,696		\$5,238,164	
Payroll - 9101 - School All Other Employees	\$835,877		\$869,312	
Payroll - 8385 - Garage Mechanics	\$53,582		\$55,725	
Payroll - 7382 - Bus Drivers	\$123,239		\$128,169	
Board Member payrolls not included above or in coverage				
TOTAL ANNUAL PREMIUM		\$211,302.88		\$229,750.88

Optional Quotes
Cyber Liability - \$2,000,000 Limit: (Estimated Additional Premium - \$2,917.06)
Violent Event Response - Higher Limit available upon request up to \$1,000,000. Maximum limit
Group Volunteer Accident - Limited Medical; Estimated premium - \$300. (Subject to completed Application)
Required to Bind or Renewal condition items/changes:
2025 Statement of Values - Review-Sign-Date: Liberty Mutual Terrorism coverage included above: Signature required (all 4 forms)
Cyber Liability application - Review-ReSign-Date within 30 days of binding coverage.
If Drivers Education program; Minnesota law requires Additional Personal Injury Protection limits on vehicle(s); Rating is NOT included in proposal.



Minnesota School Boards Association
1900 West Jefferson Avenue
St. Peter, MN 56082-3015
507-934-2450 or 800-324-4459

Invoice	INV-13660-T4C2N3
Date	7/1/2025
Amount Due	\$7,634.00
Date Due	8/15/2025

Chisholm
 300 3rd Ave SW
 Chisholm, MN 55719-2064

Customer Name	Purchase Order No.		
Chisholm			
Description	Quantity	Unit Price	Ext. Price
Policy Services Subscription - Chisholm	1	\$760.00	\$760.00
ISD Membership - Chisholm	1	\$3,924.00	\$3,924.00
BoardBook Subscription - Chisholm	1	\$2,950.00	\$2,950.00

Dues for your district are based on "Average Daily Membership of Students Served" for the fiscal year ended June 30, 2024, as provided by the Minnesota Department of Education.

MSBA is not able to accept Credit, Debit, or Procurement Cards as a method of payment of your 2025-2026 Dues Invoice. Please remit payment of this invoice to MSBA by CHECK. Thank you for your cooperation.

In accordance with IRS Code Sec. 6113, contributions or gifts (including membership dues) to MSBA are not deductible as charitable contributions for Federal income tax purposes.

Subtotal	\$7,634.00
Total	\$7,634.00

101 Legal Status of the School District
Chisholm Public Schools Independent School District No. 695

Board Policy 101
Series: 100-School District
Subject: 101 Legal Status of the School District
Adopted/Revised: August 8, 2022

I. PURPOSE

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district’s powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board’s authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

- A. Funds
 - 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.
 - 2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
 - 3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.

B. Raising Funds

1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
2. The school district may issue bonds in accordance with the provisions of Minnesota Statutes chapter 475, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minnesota Statutes section 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

Legal References: Minn. Const. art. 13, § 1
Minn. Stat. Ch. 123B (School District Powers and Duties)
Minn. Stat. Ch. 179A (Public Employment Labor Relations)
Minn. Stat. § 465.035 (Public Corporation, Conveyance or Lease of Land)
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties; Municipalities)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of School Board)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
MSBA/MASA Model Policy 705 (Investments)
MSBA/MASA Model Policy 706 (Acceptance of Gifts)
MSBA/MASA Model Policy 801 (Equal Access to School Facilities)

MSBA

101.1 NAME OF THE SCHOOL DISTRICT

Chisholm Public Schools Independent School District No. 695

Board Policy 101.1
Series: 100-School District
Subject: 101.1 Name of the School District
Adopted/Revised: August 8, 2022

I. PURPOSE

The purpose of this policy is to clarify the name of the school district.

II. GENERAL STATEMENT OF POLICY

Pursuant to statute, the official name of the school district is Independent School District No. **695**. However, the school district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board intends to establish a uniform name for the school district.

III. UNIFORM NAME

- A. The name of the school district shall be Chisholm Public Schools.
- B. The name specified above may be used to refer to the school district and may be shown on school district letterheads, signage, publications and other materials.
- C. In official communications and on school district ballots, the school district shall be referred to as Independent School District No. **695, Chisholm Public Schools**, but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

Legal References: Minn. Stat. § 123A.55 (Classes, Number)

Cross References: None

103 COMPLAINTS: STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS

Chisholm Public Schools Independent School District No. 695

Board Policy 103

Series: 100 School District

Subject: 103 Complaints: Students, Employees, Parents, other Persons

Adopted/Revised: August 8, 2022

I. PURPOSE

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

II. GENERAL STATEMENT OF POLICY

- A. Students, parents, employees, or other persons may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint at the building level when appropriate.
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent, who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for investigation or follow-up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. The appropriate administrator shall respond in writing to the complaining party concerning the outcome of the investigation or follow up, including any appropriate action or corrective measure that was taken. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) or other law.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 413 (Harassment and Violence)

MSBA/MASA Model Policy 514 (Bullying Prohibition)

MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

Chisholm Public Schools Independent School District 695

Board Policy 210

Series: 200-School Board

Subject: 210 Conflict of Interest-School Board Members

Adopted/Revised: August 8, 2022

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
 - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;
 - 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;
 - 3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;

4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
 - a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
 - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
 - c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:
 - (1) The name of the school board member and the office held;
 - (2) An itemization of the goods or services furnished;
 - (3) The contract price;
 - (4) The reasonable value;
 - (5) The interest of the school board member in the contract; and
 - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
 5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (**Note:** *This section applies only when the school district has a population of 1,000 or less according to the last federal census.*)
 6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.

[Note: The \$8,000 figure increased to \$20,000 effective July 1, 2022]

- D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

- A. The school board must hire or dismiss teachers only at duly called meetings. When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)
Minn. Stat. § 123B.195 (Board Member’s Right to Employment)
Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

Chisholm Public Schools Independent School District No. 695

Board Policy 414

Series: 400-Employee/Personnel

Subject: Mandated Reporting of Child Neglect or Physical or Sexual Abuse

Adopted/Revised: August 8, 2022

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. Ch. 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. "Child" means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Juvenile Safety and Placement) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.
- E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- F. "Neglect" means the commission or omission of any of the acts specified below, other

than by accidental means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;
2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 6, Clause (5);
7. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

- G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition

only applies to child care centers licensed under Minn. Rules Ch. 9503.

H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 125A.0942 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minn. Stat. § 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.

K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.

L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and

communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).

- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise., The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. An employer of a mandated reporter shall not retaliate against the person for reporting

in good faith maltreatment against a child with respect to whom a report is made, because of the report.

- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility,

pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

Chisholm Public School Independent School District No. 695

Board Policy 415

Series: 400-Employee/Personnel

Subject: 415 Mandated Reporting of Maltreatment of Vulnerable Adults

Adopted/Revised: August 8, 2022

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to comply fully with Minnesota Statutes section 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. "Abuse" means:
 - 1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.
 - 2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other

persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.

3. Any sexual contact or penetration as defined in Minn. Stat. § 609.341 between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.
4. The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

Abuse does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 2.

- B. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- C. "Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).
- D. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- E. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.
- F. "Mandated reporter" means a professional or professional's delegate while engaged in education.
- G. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.
- H. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.
- I. Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to

maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 17.

- J. "School personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- K. "Vulnerable adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minnesota Statutes chapter 245A, except as excluded under Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to provide adequately for the individual's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The report shall, to the extent possible, identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data, as defined under Minnesota Statutes section 13.02, to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or

jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy should appear in school personnel handbooks as appropriate.
- B. The school district will develop a method of discussing this policy with employees as appropriate.
- C. This policy should be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. § 13.02 (Government Data Practices; Definitions)
Minn. Stat. Ch. 245A (Human Services Licensing)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.232 (Crimes Against Vulnerable Adults; Definitions)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Adopted: _____ MSBA/MASA Model Policy 417
Orig.

1995

Revised: _____ Rev. 202215

417 CHEMICAL USE AND ABUSE

Chisholm Public Schools Independent School District No. 695

Board Policy 417

Series: 400-Employees/Personnel

Subject: 417 Chemical Use and Abuse

Adopted/Revised: August 8, 2022

[Note: This policy reflects mandatory provisions of state and federal law and is not discretionary.]

I. PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of controlled substances, toxic substance, medical cannabis, ~~toxic substances~~, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in ~~the school setting~~ in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. ~~The policy of this school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement. is to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency.~~
- C. ~~Every~~The school ~~district that participates in a school district chemical abuse program~~ shall establish ~~and maintain in every school~~ a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- D. ~~The superintendent, with the advice of the school board, shall be responsible for establishing a school and community advisory team to address chemical abuse problems in the district.~~
- E. The school district shall establish ~~and maintain a~~ drug-free awareness program ~~to for educate and assist its employees. and may establish a students,~~ and others in understanding this policy and the goals of achieving drug-free schools and workplaces.

[Note: School districts are required to establish a drug-free awareness program for school district employees pursuant to the Drug-Free Workplace Act. In addition, state law requires that the written

~~*districtwide school discipline policy must include procedures for detecting and addressing chemical abuse problems of a student while on the school premises. Further, school districts are required to develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement if receiving funding under the federal Student Support and Academic Enrichment Grants law. Comprehensive drug prevention programs are required to be adopted and carried out by school districts pursuant to the Safe and Drug-Free Schools and Communities Act. In addition, school districts are required by the Drug-Free Workplace Act to establish drug-free awareness programs for school district employees. Further, state law authorizes school districts to provide instructional programs in chemical abuse and the prevention of chemical dependency.]*~~

III. DEFINITIONS

- A. ~~“Chemical abuse,” as applied to students,~~ means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the ~~minor’s student’s~~ normal function in academic, school, or social activities is chronically impaired.
- ~~B. “Chemicals” includes, but is not limited to, alcohol, toxic substances, medical cannabis, and controlled substances as defined in the school district’s Drug-Free Workplace/Drug-Free School policy.~~
- ~~B. “Controlled substances,” as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and “marijuana” as defined in Minnesota Statutes section 152.01, subdivision 9, but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, “controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.~~
- ~~C. “Drug prevention” means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.~~
- ~~C. “Use” includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration.~~
- ~~D. “School location” includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.~~
- ~~D. “Teacher” means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.~~

IV. STUDENTS

- ~~A. Districtwide School Discipline Policy~~

~~Procedures for detecting and addressing chemical abuse problems of a student while on school~~

premises are included in the districtwide school student discipline policy.

AB. Programs and Activities Instruction

11. ~~Every~~The school district shall develop, implement, and evaluate comprehensive provide an instructional programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes, in chemical abuse and the prevention of chemical dependency. The school district may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.

[Note: The Safe and Drug-Free Schools and Communities Act requires school districts to adopt and carry out a comprehensive drug and violence prevention program with funds received. Since a comprehensive drug prevention program is required and a school district is specifically authorized by state law to provide instructional programs in chemical abuse and the prevention of chemical dependency, this should be a component of each school district's mandatory program. In addition, the Safe and Drug-Free Schools and Communities Act specifies additional items which that may be included as part of the mandatory comprehensive drug prevention program. Some of the suggested items relating to instruction or training are detailed in Paragraphs 2, Through 6, Below and a school district may wish to adopt one or all of the listed components as part of its mandatory program.]

2. ~~As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.~~

2. ~~Each school shall have age-appropriate and developmentally-based activities that:~~

a. ~~address the consequences of violence and the illegal use of drugs, as appropriate;~~

b. ~~promote a sense of individual responsibility;~~

c. ~~teach students that most people do not illegally use drugs;~~

d. ~~teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;~~

e. ~~teach students about the dangers of emerging drugs;~~

f. ~~engage students in the learning process; and~~

g. ~~incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.~~

3. ~~Each school shall have activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.~~

4. ~~Each school shall disseminate drug and violence prevention information within the school and to the community.~~

5. ~~Each school shall have professional development and training for, and involvement of, school personnel,~~

student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.

6. Each school shall have drug and violence prevention activities that may include the following:

a. Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.

b. The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.

c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.

d. Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.

e. Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.

CB. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance
Chemical Use and Abuse

1. In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing, or selling chemicals in a school location:

a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.

b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.

c. The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.

d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board policies regarding search and seizure.

e. The school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.

2. If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing, or selling chemicals:

a. The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.

b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.

1. ~~1. A teacher in a nonpublic school participating in a school district chemical use program, or a public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.~~

~~***[Note: School districts are not required to participate in a chemical abuse program or establish a chemical abuse preassessment team pursuant to state law. Schools are required to have procedures for detecting student chemical abuse and can obtain federal funding if they establish drug prevention, detection, intervention, and recovery support services. Thus, it is recommended that schools establish these programs and activities. For those schools that do not establish a chemical abuse preassessment team, those obligations could be assigned to a specified staff member such a school counselor or administrator.]***~~

32. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals ~~shall~~ may be suspended ~~and proposed for expulsion~~ in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes section, § 121A.40-121A.56, and proposed for expulsion.
43. Searches by school district officials in connection with the ~~abuse, possession, or transfer, distribution, or sale of alcohol or a controlled substance chemicals~~ will be conducted in accordance with school board policies related to search and seizure.
4. ~~Nothing in paragraph IV.B.1. prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.~~

DC. Preassessment Team

1. Every school ~~that participates in a school district chemical abuse program~~ shall ~~establish~~ have a chemical abuse preassessment team designated by the superintendent or designee. The team ~~must~~ will be composed of classroom teachers, administrators, and ~~to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and~~ other appropriate professional staff ~~to the extent they exist in each school, such as the school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others.~~ ~~For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.~~
2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

ED. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes section§ 13.32 and applicable federal law and regulations.

2. Destruction of Records
 - a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

 - b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with ~~such~~ information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.

 - c. ~~This section shall govern d~~Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding provisions of the Records Management Act, Minnesota Statutes section§ 138.163 (Preservation and Disposal of Public Records).

FE. Consent

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

~~[Note: State law permits schools to provide these services to minor students without the consent of a parent. If, however, a school district provides these or other services pursuant to a grant received under the Student Support and Academic Enrichment Grants law, this funding could be jeopardized if the requirements of federal law, to obtain prior written, informed consent from the parent of each child who is under 18 years of age is not obtained.]~~

F. School and Community Advisory Team

1. ~~The superintendent, with the advice of the school board, shall establish a school and community advisory team to address chemical abuse problems. The advisory team will be composed of representatives from the school preassessment teams to the extent possible, law enforcement agencies, county attorney's office, social service agencies, chemical abuse treatment programs, parents, and the business community.~~

2. ~~The advisory team shall:~~

a. ~~build awareness of the problem within the community, identify available treatment and counseling programs for students, and develop good working relationships and enhance communication between the schools and other community agencies; and~~

b. ~~develop a written procedure clarifying the notification process to be used by the chemical abuse preassessment team when a student is believed to be in possession of or under the influence of alcohol or a~~

controlled substance. The procedure must include contact with the student and the student's parents or guardian in the case of a minor student.

V. EMPLOYEES

- A. The ~~school district shall establish superintendent or designee shall undertake and maintain~~ a drug-free awareness ~~and prevention~~ program to inform employees, ~~students, and others~~ about:
1. The dangers ~~and health risks of chemical~~ of drug abuse in the workplace/school.
 2. The school district's ~~drug-free workplace/drug-free school~~ policy of maintaining a drug-free workplace.
 3. ~~Any available drug or alcohol~~ counseling, ~~treatment, rehabilitation, re-entry, and/or~~ employee assistance programs ~~available to employees and/or students~~.
 4. The penalties that may be imposed on employees for drug abuse violations.
- B. The ~~school district superintendent or designee~~ shall notify ~~any~~ federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of any criminal drug statute conviction ~~of an employee for a criminal drug statute violation~~ occurring in the workplace. ~~To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the superintendent.~~

[Note: Notification to the federal granting agency within ten (10) days is required by the Drug-Free Workplace Act, 41 U.S.C. § 8103.]

Legal References:

- Minn. Stat. § 13.32 (Educational Data)
- Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
- Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
- Minn. Stat. § 124D.695 (Approved Recovery Program Funding)
- Minn. Stat. § 126C.44 (Safe Schools Levy)
- Minn. Stat. § 138.163 (Preservation and Disposal of Public Records) Records Management Act)
- Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
- Minn. Stat. § 152.01 (Definitions)
- Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
- Minn. Stat. § 152.22 (~~Medical Cannabis~~; Definitions; Medical Cannabis)
- Minn. Stat. § 152.23 (~~Medical Cannabis~~; Limitations; Medical Cannabis)
- Minn. Stat. § 299A.33 (DARE Program)
- Minn. Stat. § 466.07, subd. 1 (Indemnification Required)
- Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)
- 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
- 20 U.S.C. §§ 7101-716522 (Student Support and Academic Enrichment Grants~~Safe and Drug-Free Schools and Communities Act~~)
- 20 U.S.C. § 5812 (National Education Goals)
- 20 U.S.C. § 7175 (Local Activities)
- 41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
- 34 C.F.R. Part 84 (Government-~~w~~Wide Requirements for Drug-Free Workplace)

Cross References:

- MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
- MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)

MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)
[MSBA/MASA Model Policy 419 \(Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction\)](#)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

422 POLICIES INCORPORATED BY REFERENCE

Chisholm Public School Independent School District No. 695

Board Policy 422

Series: 400-Employees/Personnel

Subject: 422 Policies Incorporated by Reference

Adopted/Revised: April 11, 2022

PURPOSE

Certain policies as contained in this policy reference manual are applicable to employees as well as to students. To avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies that also apply to employees:

Model Policy 505	Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees
Model Policy 507	Corporal Punishment
Model Policy 510	Student Activities
Model Policy 511	Student Fundraising
Model Policy 517	Student Recruiting
Model Policy 518	DNR-DNI Orders
Model Policy 519	Interviews of Students by Outside Agencies
Model Policy 522	Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process
Model Policy 524	Internet Acceptable Use and Safety Policy
Model Policy 525	Violence Prevention
Model Policy 535	Service Animals in Schools

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Legal References: None

Cross References: None

903 VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES

Chisholm Public Schools Independent School District No. 695

Board Policy 903

Series: 900 Community Relations

Subject: 903 Visitors to School District Buildings and Sites

Adopted/Revised: November 12, 2019

I. PURPOSE

The purpose of this policy is to inform the school community and the general public of the position of the school board on visitors to school buildings and other school property.

II. GENERAL STATEMENT OF POLICY

- A. The school board encourages interest on the part of parents and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.
- B. The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

III. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS

- A. A student enrolled in a post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.
- B. A student enrolled in a post-secondary enrollment options course may be provided with reasonable access, during regular school hours, to a computer and other technology resources that the student needs to complete coursework for a post-secondary enrollment course in accordance with established procedures.

IV. RESPONSIBILITY

- A. The school district administration shall present recommended visitor and post-secondary enrollment options student procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.
 - 1. The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and approval of the procedures.

V. VISITOR LIMITATIONS

- A. An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.

- B. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements which are an addendum to this policy or as otherwise specifically authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:
 - 1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or
 - 2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.

- C. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Program) Minn.
Stat. § 128C.08 (Assaulting a Sports Official Prohibited)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)

Cross References: